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The Solicitors' Journal

(ESTABLISHED 1857.)

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Current Topics.

False and Misleading Advertising.

DR. JOHNSON once said that we must not expect a person who gives instructions for a lapidary inscription to speak as if he were put upon oath. So true is this that CHARLES LAMB when, as a small boy, he wandered through an old churchyard and, observing the fulsome epitaphs on each of the gravestones, enquired with much *naïveté*, where "the bad people lie." But statements that will not bear the scrutiny of the conscientious enquirer are by no means limited to inscriptions on tombstones, although neither Dr. JOHNSON nor CHARLES LAMB had much, if any, experience of the extravagant assertions in advertisements as those with which most of us are now familiar. The subject has come more prominently before the public in the United States than in this country, the tendency of our American cousins to revel in "tall" stories finding ample scope in the pushful but scarcely truthful advertisements which are issued by some business houses. In an informative article on the subject in the November issue of the *Yale Law Journal*, the learned contributor, Mr. MILTON HANDLER, discusses the legal problem involved with great fullness and ability. Starting off with the following quotation from an address by the chairman of the Federal Trade Commission that "the people are annually robbed of millions of dollars by false and misleading advertisements that appear in the periodicals of this country," he proceeds to enquire whether the law, as it at present stands, offers any really effective remedy. Dealing in turn with the action of deceit, proceedings for breach of warranty, and criminal process, he comes to the conclusion that in the majority of cases the lawyer can do little. Something, however, has been accomplished by what is known as the Printers' Ink statute adopted by several of the States, which makes it a misdemeanour to issue "an advertisement of any sort regarding merchandise, securities, service or anything so offered to the public, which advertisement contains any assertion, representation or statement of fact which is untrue, deceptive or misleading." But even this has not been able to eradicate the plague of false and misleading advertisements, and, as the writer says, "a new business psychology must be bred. A regard for truth and an aversion for falsity must be inculcated. The purchaser must be educated to demand useful and truthful information. Here is a task for the educator and missionary."

Ownership in Larceny.

ON THE appeal of a fugitive "Borstal Boy," who had escaped from the Portland institution, and was sentenced to a flogging and twelve months imprisonment for robbery with violence, the technical point was taken that the property in a mackintosh stolen was wrongly laid in the maidservant who, under duress, handed it over, and not in the master. The facts were that the appellant, with another fugitive, broke into the house of a naval officer at Portland, the only occupant of which was the maidservant, the officer being at the time in the garden, and ignorant of the crime until the youths were escaping. For the Crown Mr. LLEWELLIN cited *R.* v. *Deakin and Smith* (1800), 2 East P.C. 653 (also reported 2 Leach 862). In this case goods were stolen from a stage-coach, and it was held that goods conveyed by it could rightly be laid as the property of the driver (after a count laying the property in the coach-master, RICHARD MILLER, had failed because his real name was JAMES EDWARD MILLER). The Lord Chief Justice, in giving the judgment of the Court of Criminal Appeal, followed *R.* v. *Deakin and Smith*, and held that the maid, left in charge of the house, had sufficient property in the garment to warrant the conviction. On the other side, R. v. *Ashley* (1843), 1 C. & K. 198, may be cited, in which a member of a club was indicted for stealing its plate, laid as the property of the house steward, who slept on the premises. The house steward was nominally held responsible for the plate by the committee, but, in fact, it was in the custody of the under-butler. In these circumstances it was held that the indictment was wrongly framed. In *R.* v. *Rudick* (1838), 8 C. & P. 237, a servant was robbed of money which he had collected on his master's behalf. The money never having been in the master's possession and the property being laid in him, ALDERSON, B., discharged the jury, and a fresh indictment was drawn laying the property in the servant, the prisoners being convicted. Generally, however, in the case of bailment, either the bailee or the true owner may be mentioned in the indictment when the goods are not in the former's possession, but have been so, and he has intended to resume possession of them. It is somewhat difficult to reconcile the present case with *R.* v. *Green* (1856), D. & B. 113, where a boy of fourteen was temporarily in charge of his father's bookstall, and, as held, as a servant, but an indictment laying the property in a stolen pair in him was held bad. It may be added that, by the Post Office Act, 1908, s. 73, in the case of thefts of postal packets, etc., it is sufficient to allege property in the Postmaster-General.

Duelling.

UNDER THE heading "Back to the Duel in England," Captain JOSEPH VALLE, who recently judged the ladies' international fencing contests, is reported in the *Evening Standard* the other day to have expressed himself in favour

of the re-introduction, unofficially, of duelling into this country. "I do not mean merely the popularising of sword-play as a pastime," he explained, "but also as a means of settling debts of honour . . . One seldom bears further animosity towards one who has been met in fair and manly combat." Whatever, however, may be the psychological aspect of the matter there is little doubt that the existing legal prohibition and the attendant penalties constitute a strong deterrent in this country to would-be duellists. FOSTER, in his "Discourses upon a few branches of the Crown Law (1809)," refers to the governing principles as follows: "Deliberate duelling, if death ensueth, is in the eye of the law murder . . . for he that deliberately seeketh the blood of another upon a private quarrel acteth in defiance of all laws human and divine, whatever his motive may be," and he adds that a duel fought upon a sudden quarrel is but manslaughter if one is killed, because there is a presumption that the blood had not cooled. The legal position of the seconds and others present at a duel is made clear in the judgment of Mr. Justice CAVE, in *The Queen* v. *Coney* (1882), 8 Q.B.D., at p. 541, where he said: "Principals in the first degree are those by whom the death wound is inflicted. Principals in the second degree, those who are present at the time it is given aiding and abetting, comforting and assisting the persons actually engaged in the contest." But mere presence alone is not sufficient, the abettor must by his countenance and conduct aid and assist the principals; and a surgeon attending a duel on the possibility of saving lives attends as a criminal (Lord COLERIDGE; *The Queen* v. *Coney* (*supra*), at p. 569). Newspaper reproductions of events of 100 years ago occasionally contain references to duels. In *The Times* of the 15th November, an account is given of a duel fought between the editors of two Edinburgh newspapers following the publication of some offensive personalities in one of the papers. The parties met in the King's Park, and discharged their pistols at each other without effect. Two pistol shots were also exchanged without effect in a duel a hundred years ago between Lord GEORGE BERESFORD and Mr. WINSTON BARRON as the result of political differences; the parties separated without reconciliation. Since that date numerous duels with various weapons have undoubtedly been fought unofficially in England, but under present conditions it seems highly improbable that Captain VALLE's plea for the settlement of points of honour at the point of the sword will materialise generally.

Travelling Without a Ticket.

SECTION 5, sub-s. (3), of the Regulation of Railways Act, 1889, provides that any person who travels or attempts to travel on a railway without having previously paid his fare, and with intent to avoid payment thereof, shall be liable for a first offence to a fine not exceeding 40s., and in the case of a second or subsequent offence, to a fine not exceeding £20, or, in the discretion of the court, to imprisonment for not more than one month. This class of offence is a constant source of trouble and loss to railway companies which frequently take elaborate precautions to circumvent the fraudulent intentions of unscrupulous travellers. A very novel mode of deception in this connexion was disclosed in a case at the Tower Bridge police-court, on the 29th October, when a man was charged with having failed to pay his fare between Byfleet and Surbiton on the Southern Railway. The accused, who had entered the train disguised as an invalid, wearing dark blue spectacles and leaning on a stick, had left the train at Waterloo a sprightly man, who walked quickly away. He was stopped and questioned, however, and found to have only a ticket from Surbiton to Waterloo, with the result that his escapade cost him about £2, including costs. The words "his fare" in the section refer also to the class of carriage in which the passenger should travel, and *Gillingham* v. *Walker*, 45 J.P. 470, established that a person might be convicted for travelling "without having previously paid his fare" if he travelled in a class of carriage other than that for which his ticket was available. A number of decisions, adverse to the railway companies' interests, and due to the interpretation of s. 5, *supra*, which laid down that no punishable offence was committed where there was no evidence of fraud, led to the framing and passing of a new code of bye-laws which provided, *inter alia*, that "no person shall enter any carriage . . . for the purpose of travelling unless and until he . . . shall have obtained . . . . a ticket enabling him to travel therein," and any person who infringed the bye-law and failed to leave the carriage on request might be removed. The decisions in a number of other cases have also been responsible for the introduction of a measure designed to meet the case where, as sometimes happens, the fare to an intermediate station is actually more than that to a more distant station, a circumstance of which, in the absence of the bye-law, advantage would naturally be taken by the travelling public. Where there is a bye-law authorising payment on demand, a passenger is not entitled, in contravention of that bye-law, to refuse payment till the end of the journey (*Egginton* v. *Pearl*, 40 J.P. 56); and *Brown* v. *Great Eastern Railway* (25 W.R. 792; 2 Q.B.D. 406), laid down that a demand of a specific sum payable in excess must be made before the railway company can recover as a penalty, because the passenger cannot be presumed to know the amount due.

Decisions under New Sections of the Companies Act, 1929.

SECTION 142 of the 1929 Act replaces s. 84 of the 1928, and is a new provision, disqualifying an undischarged bankrupt from acting as a director of, or directly or indirectly taking part in, or being concerned with, the management of a company within the Act. In an application under this section, stated to be the first one made, the applicant had to admit to two bankruptcies from which he had never been discharged, and on the second of which he was prosecuted for an offence under the bankruptcy law, and sentenced to six months' imprisonment. The application was to act as director, and was refused by Mr. Registrar MELLOR, who expressed the hope that, if there was an appeal, the section would be considered by a higher court. It appears, however, free from ambiguity in respect of directors. There might be more difficulty as to being concerned with the management. Presumably this would not apply to a servant of the company, however responsible he might be for the safety of its property, who merely accepted orders from his superiors, but would do so in the case of anyone who, although not a director or even an employé of a company, virtually controlled it, in circumstances such as those revealed in *R.* v. *H. J. Lawson* [1905] 1 K.B. 541. In another case, very shortly reported, before BENNETT, J., ss. 153 and 154 were invoked to facilitate the amalgamation of two companies. Section 154 is new, and appears to be framed to overcome the difficulties arising on the decision in *Bisgood* v. *Henderson's Transvaal Estates* [1908] 1 Ch. 743, on the 1862 Act, and followed in respect of the 1908 Act in *Etheridge* v. *Central Uruguay Railway Ltd.* [1913] 1 Ch. 425. Section 155 gives power on a proposed amalgamation, without assistance from the court, to deal with dissentient shareholders where there is a nine-tenths majority in favour of the scheme.

Professional Literature.

IT MAY not be generally known that the Revenue Authorities are prepared to allow from income tax assessments the cost of new editions and supplements to books already owned by professional persons, the replacement of these when legal changes necessitate the expenditure, *and the cost of purchase and binding of technical periodicals* such as THE SOLICITORS' JOURNAL. This concession, however, does not apply to employees unless the possession of the books referred to is a condition of the employment.

Death Duties:

A Few Practical Points.

By H. ARNOLD WOOLLEY, Solicitor.

I.

Real property subject to a trust for sale. Undivided shares in land.

It is an old and well-established rule that real property which is held upon trust for sale or conversion into personalty is to be regarded for some purposes as personalty. The reason may be stated to be that the beneficiary is considered to be entitled to the proceeds of sale, rather than to the real property itself; and again, equity regards what ought to be done as having been done. A result of the doctrine, or perhaps more exactly, a ground for it, is that where a beneficiary has died before 1926 intestate, his next-of-kin, and not his heir, will succeed to the property. Of course, in the case of deaths after 1925 real property and personalty devolve in the same way, and there is no longer descent to an heir on an intestacy.

For example: A settles his house on his marriage on himself for life, then on his wife for life, and then on his children in equal shares. He declares that the trustees are to hold the property on trust for sale, but with power to postpone such sale indefinitely. This is a very usual provision in a settlement or a will, and has its practical advantages. If A afterwards dies a widower without children, the property will, although still unsold, devolve on his death as personalty, and not as realty. Or, if he dies testate, leaving his personalty to Y and his realty to Z, then Y, not Z, will take the house.

It has been the practice of the Estate Duty Office to claim that on the death the property is personalty for purposes of death duties, with the double disadvantage to the successors that the duties cannot be paid by instalments, but must be paid forthwith, and that interest runs on the duty as from date of death, instead of from the first anniversary of the death. It will be remembered that both the estate duty and succession duty on real property are payable by sixteen half-yearly or eight yearly instalments, beginning one year after the death, with interest as from the end of the first year. Another result is that the relief in cases of "Quick Successions" to realty may be forfeited.

It has always seemed to the writer that this contention of the Revenue is wrong, on the following grounds: (1) The Finance Acts do not define real property in this way. A taxing statute must be defined strictly, and any ambiguity must be treated in favour of the subject. In effect, the Revenue are imposing additional taxation, without clear statutory authority. The only definition of "Real Property" contained in the Finance Act, 1894, is in s. 23 (9), and runs: "The expression 'Real Property' includes heritable property." Note the word "includes." But in s. 1 of the Succession Duty Act, 1853, we have the following: "The term 'Real Property' shall include all freehold, copyhold, customary, leasehold and other hereditaments . . . *and all estates in any such hereditaments.*" In s. 75 (5), Settled Land Act, 1925, it is clearly enacted that the proceeds of sale of settled land are to be treated as realty for all purposes, but this only applies to "settled land"—not to land held upon trust for sale.

(2) If the property is in fact realty at the time of the death, and the trustees have power to postpone conversion, why should it be said that conversion has taken place, or that the successors have a right to proceeds of sale, rather than to the unconverted real estate? They have no right to force the trustees to convert. And power of postponement apart, the beneficiaries can agree together to take in the form of realty, instead of selling, if they like. In other words, even where there is no power to postpone conversion inserted in the will or settlement, it can be said that the beneficiaries have as much right to realty as they have to personalty, and the Revenue are not entitled to take the less favourable construction without express statutory authority. No such authority can be found in the Acts.

The most that can be said for the Revenue is that its attitude appears to receive the indorsement of writers of text-books on the subject.

The writer has recently had to deal with a case in which a considerable sum in duty and interest is at stake, and he firmly pressed his views. The Revenue have now indicated that they will accept them. The importance of this to the professions and their clients can scarcely be overstated.

A cognate point may be usefully touched upon. The Law of Property Act, 1925, makes land held in undivided shares to be held upon trust for sale, but s. 16 of the Act provides that nothing in the Act shall alter the incidence of death duties. Notwithstanding this express proviso, the Revenue claimed duty on undivided shares in realty as duty on personalty, in the case of *Att.-Gen.* v. *Public Trustee and Tuck* [1929] W.N. 156, and lost. This case left it open whether for general purposes (not for purpose of death duties) such shares are personalty, but *Re Kempthorne, The Times*, 24th October, 1929, commented upon in The Solicitors' Journal for 22nd November, 1929, p. 723, sets that point at rest, and decides that they are personalty, not realty. So that if a testator who owns undivided shares in land gives his realty to A and his personalty to B, the latter takes the undivided shares (as personalty), but he must bear the estate duty on such shares, because for the purposes of death duties they remain realty, and the duties on realty have always been payable by the devisee thereof, not out of the residuary estate: *In re Wheeler* [1928] W.N. 225. Yet another example of "simplification" effected by the mass of new property Acts! Asylum-keepers should be doing brisk business.

In my next article I hope to deal with a few points of importance in connexion with the duties on reversionary interests.

Insanity as a Defence in Law.

The title of the above subject is one which has of recent years claimed the widespread attention of the lay as well as the professional mind. This much discussed topic has lately come to the forefront, and without a doubt has caused much adverse comment. The judiciary has in the past essayed to elucidate the position as was evidenced in the famous *McNaghten Case* decided many years ago. According to the rule laid down in the aforementioned case, in order to successfully establish a plea of *non compos mentis*, it is necessary to prove conclusively that at the time of committing the alleged crime the aggressor was suffering under such a defect of reason from disease of the mind as not to know the nature and quality of the act which he was committing, or, if he did know, that he did not know that what he was doing was wrong. We venture to suggest that this judge-made rule is capable of misconstruction and consequently misuse. In order to substantiate the assertion just recited let us analyse the rule very carefully, and upon close scrutiny we shall find that it conflicts with established legal tenets. The first part of the rule says, "suffering from such a disease of the mind." Assuredly it says disease of the mind, but, surely, it is entirely wrong to say that every disorder of the mind, no matter how trivial, can excuse an offence. For argument's sake let us regard that affection commonly known as "jealousy." It is well known to the public that jealousy is the forerunner of many crimes, and if medical opinion were taken on the matter we feel confident that it would be expressed that this failing is most certainly a species of disease of the mental faculties. Therefore, from what has just been mentioned, it must reasonably follow that if disease of the mind can be used as a defence, then many crimes which are simply the outcome of jealousy must go unpunished. The next part of the ruling is even more disconcerting, namely, "as not to know the nature and quality of the act which he is committing." This part of the *dictum*

seems entirely contradictory of the principle on which English criminal law is based, viz., that every man intends the natural consequences of his act. Accordingly, if a man commits a heinous offence, and he fails on his trial to substantiate the plea of insanity, it would seem that, notwithstanding such failure, he could still go on to aver and prove that, having regard to the fact that he did not know the nature of the act which he had committed, then, supposing he satisfied the court of this, he might succeed in escaping the punishment which he has merited by his own act. Next we arrive at the last part of the definition, "that even supposing he did know what he was doing, yet he did not know that it was wrong." If any excuse is to be pleaded for this part of the rule, then we are inclined to think that it must be sought for and based on the times in which the famous case was decided. It is surely, according to modern ideas, most archaic and ill-founded. For example, if a man commits murder, it is common sense to assume, in the first instance, that he had the intent (unless he proves total insanity), and assuming that he had the intent surely he must have realised what he was doing. Intent presupposes knowledge, and no matter how illiterate a person may be, yet, if he does a certain act, the doing of that act must have been, in the ordinary course of events, the outcome of his intentions, and as premised it is only feasible to conjecture that a person who is capable of forming an intention can also be relied upon to comprehend the magnitude of his actions. Medical evidence, which is very important in cases in which insanity is introduced, is most vital and important as a factor in determining the ultimate result of the jury's verdict. Importance is however a minor detail when compared with decisiveness in such cases. It has been proved in recent cases that there is nearly always a conflict between the medical testimonies on insanity called by the prosecution and defence. Disease of the mind can and often does take various forms, and so be misleading to the medico, but surely, if a person trained in the practice of diagnosing brain diseases can be contradicted by an equally skilful anatomist, then the time is mature when a basic rule, modern and inflexible, should be evolved for the purpose of determining a man's sanity. In such a case a jury composed of ordinary common sense individuals would be able to arrive at a definite conclusion one way or the other as to whether a man is sane or not.

Company Law and Practice.

IX.

The new legislation has made a move in the right direction in making provisions for disclosure of the remuneration of directors, though whether after some practical experience of their working, these provisions may not require some emendations is a matter which remains to be seen. The provisions fall under two heads First, the disclosure required in the accounts of the company; and second, the further disclosure which may in certain circumstances be obtained by the shareholders if they make valid and properly supported demands for it.

First, as to the accounts. Section 123 makes it compulsory for the directors to lay before the company in general meeting profit and loss accounts and balance sheets; the profit and loss account must be so laid once at least in every calendar year (except as regards the first account after incorporation) and so presumably must the balance sheet, though it might be argued that s. 123 (2) only recognises the necessity of making out the balance sheet in every calendar year, and not that of laying it before a general meeting every year.

Section 128 deals with the particulars required as to loans to, and remuneration of, directors in the accounts, but the expression used is "the accounts which in pursuance of this Act are to be laid before every company in general meeting, shall . . . contain . . .", a phrase which applies equally to profit and loss accounts and balance sheets, from which it follows that these disclosures can, so far as the statute is concerned, be made in either profit and loss account or balance sheet.

This account, whichever be chosen for the purpose, must show the total of the amount paid to the directors as remuneration for their services, inclusive of all fees, percentages, or other emoluments, paid to or receivable by them by or from the company, or by or from any subsidiary company (s. 128 (1) (*c*)). Section 380 (1) contains a definition of a director already commented on by a correspondent. The word "director," we are told, "includes any person occupying the position of director by whatever name called."

We must next look at s. 128 (5), which offers light and leading on the word "emoluments," previously used in the section, and quoted above; it includes fees, percentages and other payments made or consideration given, directly or indirectly, to a director as such, and the money value of any allowances or perquisites belonging to his office. This seems tolerably clear, though why fees and percentages are included in the definition, when they have been previously used in conjunction with the word "emoluments" in the operative part of the section, is not quite so clear.

It will be noticed that the remuneration from subsidiary companies must also be included—a subsidiary company (s. 127) being one in which the controlling company (referred to as "the holding company") holds more than 50 per cent. of the share capital or more than 50 per cent. of the voting power or has power to appoint a majority of the directors of the subsidiary company (unless it be a power under a debenture trust deed or by virtue of shares issued for the purpose in pursuance of the provisions of such a deed). At first it may appear somewhat unusual that payments made by a subsidiary company should appear in the accounts of the holding company, but a little consideration will show that if such a provision were not inserted there would be presented great opportunities of rendering practically nugatory the provisions of the section as to disclosure of remuneration.

The section fixes no period with regard to which this disclosure has to take place, but, if it be done in the profit and loss account, s. 123 (1) does state the period which has to be covered by such account. On the other hand, the balance sheet has to be made out as at the date of the balance sheet, and if these disclosures were made in the balance sheet (and purely as a matter of accountancy, it would doubtless be possible, though very unusual, to do this, either with the whole or some part of the emoluments), the period of time they would have to cover seems somewhat uncertain, though, presumably, they would, by analogy, follow the profit and loss account.

There is no necessity under this section for separate disclosure of the amounts paid to each director, it is merely the total which is required: and, further than this, s. 128 (3) says that a managing director's remuneration is not to be included, and in the case of any other director who holds any salaried employment or office in the company, there shall not be required to be included in the total any sums paid to him except by way of director's fees. Thus, it would seem that a small director's fee, and a high salary for some comparatively light form of employment, may assist the non-disclosure: and one can foresee that the class of managing directors is one which may well in the future tend to increase. If the accounts do not comply with the requirements of s. 128, the auditors must include in their report on the balance sheet, so far as they reasonably can, a statement giving the required particulars. If the particulars have not been supplied for the accounts, it would appear unlikely that, unless the lapse was due to some oversight, they would be supplied for insertion in the auditor's report, but it may be that cases will arise in which this provision will be found useful.

(*To be continued.*)

A Conveyancer's Diary.

Restrictive Covenants— *continued.*

I brought my observations last week to a somewhat abrupt conclusion on the subject of the things which it is requisite to prove in order that a "building scheme" may be established and the restrictive covenants entered into by the various purchasers under such a scheme might be enforced by and against such purchasers *inter se*.

There is one point in the judgment of Parker, J., which calls for comment. Under No. 3 of the requisites for the establishment of a building scheme he says that it is necessary to show that the restrictions, not only were intended to be, but in fact were, for the benefit of the land retained by the covenantee. It seems that Parker, J., went too far in that respect. There is no obligation on a plaintiff seeking to enforce restrictive covenants entered into as part of a building scheme to prove that the restrictive covenants were in fact for the benefit of any particular portions of the estate retained by the covenantee. It is sufficient to show that such covenants were intended to be enforceable for the purpose of preserving the general character of the estate as a whole (*Northbourne* (*Lord*) v. *Johnston & Son* [1922] 2 Ch. 309). In all such cases the question is, what did the parties intend? Was there an intention on the part of the vendor and a reciprocal intention on the part of the purchasers of lots that the restrictive covenants entered into by the purchaser of one or more lots with the vendor should enure for the benefit of and be enforceable by the purchasers of other lots: *Nottingham Brick Co.* v. *Butler* (1885), 16 Q.B.D. 778; *Reid* v. *Bickerstaff* [1909] 2 Ch. 305.

The intention that restrictive covenants entered into between vendor and purchaser were to be for the benefit of and enforceable between purchasers may be expressed (see *Eastwood* v. *Lever* (1863), 4 De G.J. & S. 114; *Jenkins* v. *Winnifrith* (1882), 47 L.T. 243), but may, as already indicated, be implied from the fact that the land in respect of which it is sought to enforce the restrictions is part of an estate laid out for building purposes under a building scheme.

It must be observed, however, that a purchaser is not affected unless he has notice of the covenants. This was made clear in my article of last week. Although that is so, the question arises, what is sufficient notice?

Generally, of course, a purchaser who investigates the title in the usual way would necessarily have actual notice of the covenants. But there may be cases where a purchaser has no actual notice. In that connexion the provisions of the L.P.A., 1925, s. 199, are important. That section enacts, so far as material for the present purpose, that a purchaser shall not be prejudicially affected by notice of any instrument or matter or any fact or thing unless—

(*a*) it is within his own knowledge or would have come to his knowledge if such inquiries and inspections had been made as ought reasonably to have been made by him; or

(*b*) in the same transaction with respect to which a question of notice to the purchaser arises it has come to the knowledge of his counsel, as such, or of his solicitor or other agent, as such, or would have come to the knowledge of his solicitor or other agent, as such, if such inquiries and inspections had been made as ought reasonably to have been made by the solicitor or other agent.

Then follows a proviso to the effect that the section does not exempt a purchaser from liability under any obligation to perform or observe any covenant, condition, provision or restriction contained in any instrument under which his title is derived mediately or immediately.

Whilst the effect of this section is to restrict the application of the doctrine of constructive notice, it does not release a purchaser from the burden of any restriction or obligation which would have been disclosed upon a proper investigation of the title. A purchaser with notice is not bound if his vendor were a purchaser for value without notice; but a purchaser who contracts to accept less than the full statutory title is affected with constructive notice of any matters which would have been disclosed if he had insisted on a full title: *Nisbet and Potts' Contract* [1905] 1 Ch. 391.

An important alteration is made in the law of constructive notice by s. 44 of the L.P.A., 1925. That section provides, by sub-s. (2), that under a contract to grant or assign a term of years, whether derived or to be derived out of freehold or leasehold land, the lessee or assign shall not be entitled to call for the title to the freehold; by sub-s. (3), that under a contract to sell and assign a term of years derived out of a leasehold interest, the intended assign shall not have the right to call for the title to the leasehold reversion; by sub-s. (4), that on a contract to grant a lease for a term of years to be derived out of a leasehold interest, with a leasehold reversion, the intended lessee shall not have the right to call for the title to that reversion. Then follows the important provision in sub-s. (5), which is to the effect that where by reason of any of the three last preceding sub-sections an intending lessee or assign is not entitled to call for the title to the freehold or to a leasehold reversion, he shall not, where the contract is made after the commencement of the Act, be deemed to be effected with notice of any matter or thing of which, if he had contracted that such title should be furnished, he might have had notice. This sub-section alters the law as to contracts entered into since 1925 and overrules the decision in *Patman* v. *Harland* (1881), 17 Ch. D. 353.

Apart from actual or constructive notice, there is the statutory notice by which a purchaser is affected by reason of registration of charges under the L.C.A., 1925, which in itself constitutes notice: L.P.A., s. 198. On the other hand, a purchaser is not bound by notice of any instrument or matter capable of registration under the L.C.A. which has not in fact been registered: L.P.A., s. 199 (1) (i); L.C.A., 1925, ss. 13 and 14. The subject of registration as notice must, however, be relegated to another article.

Landlord and Tenant Notebook.

Presumptions on holding over.

Our courts have always been averse to finding trespass when any plausible explanation for the occupation of land belonging to another could be offered; hence their readiness to presume a new grant when a tenant remains in possession after the determination of his tenancy. The presumption varies not only in strength but also in nature, according to the evidence which may support it, and when advising as to the legal position of parties in the circumstances indicated, it may be useful to proceed by stages. The first question to which attention ought to be directed should be: is there a tenancy? Next, if there be a tenancy, is it a tenancy at will or a periodic tenancy? And lastly, if there be a periodic tenancy, what are its terms?

The mere fact that B is in occupation of A's land raises no presumption of tenancy. It may be that by virtue of the Distress for Rent Act, 1737, s. 14, which "established" the common law action for use and occupation, the occupier is under an implied obligation to pay something (see *Gibson* v. *Kirk* (1841), 1 Q.B. 850); but the obligation is a quasi-contractual one and has nothing to do with the law of landlord and tenant. Thus, if a tenant's widow occupies after her husband's death, that in itself is no evidence of a grant; *Mackley* v. *Pattender* (1860), 2 F. & F. 61. But once it appears that permission has been given and accepted, the position is, in the absence of other circumstances, that a tenancy at will has been created: *Doe d. Hull* v. *Wood* (1845), 14 M. & W. 682. An example of possible "other circumstances" occurred in the case of *Jones* v. *Shears* (1836), 4 A. & E. 832, when

evidence was admitted of an alleged custom by virtue of which mining tenants remained in possession for two months after abandoning a mine, for the purpose of clearing up.

But, once a tenancy is established, a further presumption is raised if the tenant be a tenant holding over, which takes it out of the class of tenancies at will, for there is a strong presumption that it is a yearly one. At one time it seems to have been thought that a year's possession was necessary in order to achieve this position; in 1696 it was actually held that acceptance of rent only effected a tenancy at will; but numerous decisions have established the contrary. So strong is the presumption that, even if the parties have agreed expressly to a tenancy at will, yet if there be some further arrangement inconsistent with that relationship, a tenancy from year to year will be held to have been granted. Thus, to take another mining case, when tenants were authorised to remain at will, pending the result of negotiations, but were at same time authorised, by the reversioner, to work coal, it was said that the latter would have granted a yearly tenancy: *Morgan* v. *William Harrison Ltd.* [1907] 2 Ch. 137, C.A.

The usual evidence, however, is the payment and acceptance of rent. Provided the payment is referable to a year or to part of a year (*Richardson* v. *Langridge* (1811), 4 Taunt. 128), the presumption is almost irresistible. In *Jump* v. *Payne* [1899] 68 L.J., Q.B. 607, the mortgagee of the tenant's assignee had paid rent on quarter-days; the assignee was bankrupt, his trustee had disclaimed, but no vesting order had been sought. The mortgagee attempted, but unsuccessfully, to explain the payments as having been made in order to protect his security. In *Bishop* v. *Howard* (1823), 2 B. & C. 100, the lease ran out at Midsummer; the tenant had held over and paid a quarter's rent at Michaelmas, at the same time announcing his intention to quit at Christmas; the action was brought for a quarter's rent due the following Lady Day, and was decided in the landlord's favour. The position was somewhat similar in *Right* v. *Darby* (1786), 1 T.R. 159, more recently followed in *Dougal* v. *McCarthy* [1893] 1 Q.B. 736, C.A.; in the latter case the landlord demanded rent of tenants who had held over for a quarter and in their reply they intimated that they wished to discontinue and requested him to "take up" the premises on or before a date which would be their following quarter-day.

Agreement to pay rent will have the same effect as payment, and will negative any suggestion of a tenancy of will, though those words have been used: *Pope* v. *Garland* (1841), 10 L.J., Ex. Eq. 13, 92. To rebut the presumption, it can be shown either that the rent was accepted in ignorance of the expiration of the former tenancy (*Doe d. Lord* v. *Crago* (1848), 6 C.B. 90, 98), or that the agreement provided for a true tenancy at will, as when a reversioner authorises the ex-tenant to remain on pending negotiations: *Doe d. Hollingsworth* v. *Stennett* (1799), 2 Ex., p. 717; or, of course, that some other period, e.g., a quarterly tenancy, has been agreed: *Cole* v. *Kelly* [1920] 2 K.B. 106, C.A.

The "usual quarter-days" are so universally recognised that the new yearly tenancy will be held to commence when the old one expires if this happens on a quarter-day, though it had originally commenced on some other day. This will be the effect, at all events, if the old lease provided for rent to be payable quarterly on the usual quarter-days after an initial apportioned payment in respect of the period up to the first quarter-day: *Croft* v. *William F. Blay Ltd.* [1919] 2 Ch. 343, C.A.

The last question, that of the terms of the new tenancy, is decided on the basis of the presumption that it contains all the terms of the old agreement, which are not inconsistent with a yearly tenancy. This presumption can be rebutted either by showing that other terms have been agreed or by showing that no terms have been agreed, or rather, that the parties have agreed that the old terms shall not apply; in such a case the result is that the tenancy is on the implied covenants only: *Wedd* v. *Porter* [1916] 2 K.B. 91, C.A.

Terms "not inconsistent with a yearly tenancy" include repairing covenants (*Wyatt* v. *Cole* (1877), 36 L.T. 613), an arbitration clause (*Morgan* v. *William Harrison Ltd., supra*), and an arrangement by which an outgoing tenant was to retain a specified acreage of wheat and have facilities for threshing it after quitting (*Hyatt* v. *Griffiths* (1851), L.R. 17, Q.B. 505). But an option to purchase is inconsistent with a yearly tenancy: *In re Leeds and Batley Breweries Ltd. and Bradbury's Lease* [1920] 2 Ch. 548.

And, when parties have agreed to a new tenancy other than a tenancy from year to year, but have not settled any other terms, all the old covenants of the expired lease not inconsistent with the new arrangement will be read into it: *Cole* v. *Kelly, supra.*

Our County Court Letter.

THE RIGHTS AND LIABILITIES OF BEEKEEPERS.

In proving title to bees, the problem of identity represents difficulties, as shown by the recent case of *Wenlock* v. *Curtis*, at Colchester County Court. The plaintiff claimed £1 10s. as the price of a swarm, and £1 as damages for trespass, the defendant having entered the plaintiff's garden, where he had pulled a hive to pieces, removed the bees, and damaged some plants. The plaintiff's case was that (1) a swarm had previously entered an empty hive in his garden, (2) he had purchased others, (3) the bees reclaimed by the defendant never came from his premises, and had not been followed by him. Two of the plaintiff's neighbours stated that the swarm came from the south, whereas the defendant's house was to the north, but the defendant's case was that the swarm was originally his, and that he followed and re-took it in accordance with accepted custom. Corroborative evidence was given by an expert, who—by permission of the plaintiff's son—had assisted the defendant to take the bees, which were not hived, and had not been smoked out. His Honour Judge Chetwynd Leech found that the bees were not hived by the plaintiff, and—as there was no property in bees until that had happened—judgment was given for the defendant.

The position in such cases was exhaustively reviewed in *Quantrill* v. *Spragge* [1907] 71 J.P. Jo. 425, in which the plaintiff claimed £1 as damages for the loss of a swarm of bees. The latter had left their hive and swarmed in the defendant's apple tree next door, but permission for the plaintiff to follow was refused, and the defendant's son then shook the bees to the ground. The plaintiff was eventually allowed to enter, subject to his liability (if any) for trespass, but on his trying to hive the bees, they flew up and away, by reason of unskilful handling. His Honour Judge Mulligan, K.C., observed that bees are a species of wild animal, in which property can be acquired on their being hived, and is not lost so long as they can be followed and identified. The shaking of the tree was an unlawful act for which the defendant would have been liable if the bees had flown away at once. The bees, however, had clustered on the ground, and it appeared that the plaintiff's chance of recapturing them had not been diminished, so that he had suffered no damage. The action therefore failed, but the defendant was deprived of his costs.

The last-named case was distinguished from *Harris* v. *Elder* [1893] 57 J.P. 533, where it was held that bees remain the property of the owner so long as he pursues them where he is entitled to go, but—if they enter the land of another—that person is entitled to prevent pursuit, and becomes the owner of the bees if he succeeds in hiving them. It should be noted, however, that the bees in that case were not in sight of the plaintiff, as they had swarmed on the defendant's chimney, and the plaintiff had been allowed reasonable access in order to skep them, but had failed. A second swarm then entered the chimney, whereupon the bees could no longer be identified, and the defendant was entitled to hive and keep the combined swarm.

The beekeeper's liability for damage was considered in *O'Gorman* v. *O'Gorman* [1903] 2 I.R. 573, in which the defendant had smoked the hives in order to remove honey, having protected himself with a crape veil and a sting-proof suit. He had issued no warning of the operation, however, and the bees swarmed upon his neighbour and his horse, which threw its rider and inflicted spinal injuries resulting in death. The jury awarded £200 as damages for negligence in the management of the hives, and Mr. Justice Johnson gave judgment for the amount, which was upheld by the Divisional Court.

The analogous subject of responsibility for wasps was considered at the last West Riding Quarter Sessions, held at Wakefield, where a newspaper van driver appealed against a conviction and fine of £3, and suspension of his licence for twelve months. The appellant had run into a cyclist, but his case was that a wasp had flown into his right eye, and had caused him to lose control. A police officer had found a dead wasp on the footboard, and it was submitted that there was no evidence of dangerous driving, as the case was one of inevitable accident or act of God. Mr. W. F. Tempest, chairman, stated that the appeal would be allowed, and the conviction was therefore quashed.

SHIPWRECKED SEAMEN'S RIGHT TO WAGES.
III.

(*Continued from* 73 Sol. J., *p.* 597.)

In the recent cases of *Murray* v. *Ellerman Lines Limited* (*Owners of s.s Croxteth Hall*) and *Cornerford* v. *Oceanic Steam Navigation Co. Limited* (*Owners of s.s. Celtic*), the plaintiffs claimed two months' wages under the Merchant Shipping (International Labour Conventions) Act, 1925 (c. 42), s. 1 (1). The defendants contended that the statutory indemnity only covered the period from the termination of the services by wreck until the time when the articles would have expired in the ordinary course. Lord Merrivale, P., held that the latter construction was impossible, as the section was not an indemnity, but was in the nature of a safeguard or aid to enable the seaman to claim compensation if he were out of work through the ship being wrecked. The plaintiffs could not claim in respect of promises of shore work (and subsistence allowance) on the ship arriving in port, as the section only dealt with wages, but judgment was given for two months' wages from the date of the wreck, with costs. Leave to appeal was given, with a stay of execution for fourteen days.

Practice Notes.

THE DEFINITION OF A MARKET GARDEN.

In the recent case of *Gledhill* v. *Hunter*, at Sheffield County Court, the tenant claimed £1,527 as compensation for improvements, but the landlord denied that the land was a market garden within the Agricultural Holdings Act, 1923. The arbitrator therefore stated a case for the direction of the court as to whether there was an agreement in writing that the land was to be let or treated as a market garden within the Act. In 1906 the land had been a derelict pleasure ground, or rough grazing land, and was then leased for the purpose of a market garden for fourteen years. In 1920 there was an extension for seven years, and in 1927 a fresh agreement was entered into for two years. The arbitrator drew the inference that, although the original landlord knew the tenant was a market gardener, there was no definite agreement that the land was to be used as a market garden. The tenant contended, however, that such an agreement was implied, and that the landlord never disputed the fact until arbitration was applied for. The landlord's case was that (*a*) the mere fact of fruit trees being mentioned (in the 1906 lease) was not sufficient to bring it within the Market Gardeners' Compensation Act, 1895, or s. 48 of the present Act; (*b*) the parties had entered into fresh agreements since the land was used as a market garden, and—even if the intention had been to have an agreement under the Act of 1895—it was inexplicable why, as recently as 1927, there had been another agreement giving the right to remove all buildings on the land, together with all plants grown, in substitution for any right to compensation. His Honour Judge Lias held that there was no agreement to let or treat the land as a market garden, and the claim therefore failed, but no order was made as to costs.

FROZEN PATHS AND WORKMEN'S COMPENSATION.

The inter-relation of the above was considered in the recent case of *Reynolds* v. *Hillier*, at Weston-super-Mare County Court. The applicant (forty-eight) was a daily domestic servant, and during a severe frost she had left the respondent's house in order to obtain water from across the road, for which purpose she was carrying two enamel jugs. Owing to the icy condition of the pavement, the applicant slipped and fell, and had become totally incapacitated by reason of a fractured thigh, which had not made a complete union. For two or three years before the accident, the applicant had suffered from arthritis, and a question therefore arose as to how far the incapacity was due to the accident or the disease. The respondent's case was that (1) the accident was caused by a dog, which jumped at the applicant and knocked her down; (2) the incapacity was increased owing to the fracture remaining unsuspected for over a month; (3) if plaster of paris had been used at first, the impacted fracture would have come right, and in any case the sclerosis would cause incapacity sooner or later. His honour Judge Parsons, K.C., pointed out that the untoward and unforeseen event of the woman's limb striking the pavement (and not the dog jumping up) constituted the accident. The applicant had slipped and fallen owing to her efforts, either to send the dog away, or to avoid it, but she was not in any sense the victim of the dog, and this was an ordinary street risk. The applicant had therefore had an accident "arising out of and in the course of her employment," in which her wages had been 12s. 6d. a week, but the value of meals increased the total to 19s. 6d. An award was therefore made of 14s. 7d. a week, credit to be given for £7 already paid.

Books Received.

Reminders for Company Secretaries. Herbert W. Jordan (Company Registration Agent). Demy 8vo. pp. viii and 66. Fifteenth Edition. 1929. London: Jordan & Sons, Ltd. 2s. 6d. net.

A Legal Man and The Bible. J. H. Linton. Crown 8vo. pp. ix and 178. 1929. London and Edinburgh: Marshall, Morgan & Scott, Ltd. 3s. 6d. net.

Powers of Attorney. Manual on the Law and Practice. Issued by the Council of the Chartered Institute of Secretaries. Second Edition. 1929. Medium 8vo. pp. viii and (with Index) 95. Cambridge: W. Heffer & Sons, Ltd. 5s. net.

The Juridical Review. Vol. XLI. No. 4. December, 1929. Edinburgh: W. Green & Son, Ltd. Issued quarterly. 5s. net.

THE WORK OF THE N.S.P.C.C.

The scope of the operation of the National Society for the Prevention of Cruelty to Children is surprisingly large. An indication of the amount of good which this excellent society is doing year by year is shown by the fact that last year the number of children helped reached a total of 100,958. By an unfortunate mischance we were wrongly informed, and the figure was considerably understated in our recent reference to this Society.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Anthrax Developed by Casual Workman—Extent of Common Law Liability and/or Liability under Workmen's Compensation Act.

Q. 1811. Farmer A developed anthrax in his herd of pigs. He called in Small-holder B to help him deal with the epidemic. B worked for three or four days at 1s. 3d. an hour and then developed anthrax himself, became very ill and was totally incapacitated for nine or ten weeks. During the twelve months preceding his illness B worked mostly for himself, but earned £20 or £30 as a casual workman for other farmers. The scale under the Workmen's Compensation Act based on B's earnings as a workman during the twelve months preceding the accident would provide him with a sum much smaller than his actual loss. Was B a workman within the definition in s. 37 of the Act of 1925? Is there any claim against A for a larger sum than the compensation provided by the Workmen's Compensation Acts, and if so, on what grounds? If the answer to this is no, what should be the amount of weekly earnings on which compensation is based, having regard to s. 10 of the Workmen's Compensation Act, 1925, *Perry* v. *Wright* [1908] 1 K.B. 441; *Lysons* v. *Knowles and Sons* [1901] A.C. 79; and *Snell* v. *Bristol Corporation* [1914] 2 K.B. 291?

A. (1) It seems to us that B's employment was of a casual nature within the definition of s. 3 of the Workmen's Compensation Act, 1925. His ordinary occupation is that of a small holder (farmer). He comes in to assist in an emergency, as he occasionally does for other farmers, and there is no idea of making it into regular employment.

(2) We do not see any other ground upon which he could claim against A.

(3) Assuming B were held to come within the definition of "workman," the average earnings would be the "hypothetical" week's earnings on the basis of his hourly wage (see judgment of Lord Macnaghten in *Lysons* v. *Knowles*, *supra*, at p. 94).

Arrears of Rent of Agricultural Holding.

Q. 1812. A in August 1921 granted an agricultural lease to B for a term of seven years from the 25th day of March, 1923. B is now three-quarters of a year in arrears with his rent, and several applications have been made. A now wishes to regain possession of the property, and to defeat B's claim for compensation for disturbance. By virtue of s. 23 of the Agricultural Holdings Act, 1923, it would appear that B is entitled to one year's notice, and therefore possession cannot be had until March, 1931. It is proposed therefore to serve B with notice to quit at March, 1931, stating that it is served because of his failure to pay rent (s. 12). What would be the position if before March, 1931, B pays up all the arrears. Would that revise B's right to claim compensation for disturbance? The lease contains the usual proviso that if the rent is in arrear for fourteen days, whether legally demanded or not, that A can enter upon the premises or any part thereof and the tenancy thereby created shall cease and determine. The alternative therefore is to commence forfeiture proceedings now under the clause contained in the lease, but we anticipate that B in any action would obtain relief on terms that he pays the arrears of rent, etc., and it would appear that if this happens and B pays up the arrears his right to claim compensation for disturbance will remain unaffected and that A would not be able to get possession before March, 1931. We presume that if proceedings for forfeiture were commenced under the provisions contained in the lease that there will be no necessity to serve any notices under s. 146, L.P.A., 1925, *vide* sub-ss. 9 and 11. Bearing in mind that A's object is to avoid having to pay compensation for disturbance, what is A's best course?

A. The policy of the Act seems to be against re-taking possession without compensation in the above circumstances, but the opinion is given that—once the landlord's rights have accrued—they cannot be defeated by a belated payment of arrears. B's right to compensation would not thereby be revived, and he would have difficulty in establishing any fresh right by claiming a reduction of rent under s. 12 (3). See generally as to the interpretation of the Act, *Selleck* v. *Hellens* [1929) 45 T.L.R. 179. The above reasoning as to the effect of forfeiture proceedings is correct, except that notices under the L.P.A., 1925, s. 146, must be served, as these are only unnecessary, under sub-ss. 9 and 11, if the forfeiture is due to the lessee's bankruptcy. There is no suggestion of this in the question, and A's best course is that proposed in paragraph 4 of the question.

House Agent's Claim for Commission.

Q. 1813. A, a house agent, had been instructed on behalf of certain executors to find a purchaser by private treaty for a property forming part of the deceased's estate. In January last A was approached by B, who said he wanted a property in that particular neighbourhood. A took an opportunity of verbally mentioning B's request to the solicitor acting for the executors, and the solicitor accordingly wrote B (for whom he had previously acted), giving him particulars of the property in question, at the same time referring him to A as the agent, who would show him round same. B was accordingly shown over the property by A—but decided that it was unsuitable, also that the price asked (£700) was too high. A short time afterwards another local agent, who also had the property on his books, endeavoured to interest B in the same, but without success. In the following June the executors, having failed to find a purchaser for the property, decided to let it—and it was advertised accordingly. At the same time the executors' solicitor wrote to B telling him that the property was now available to be rented in case he cared to consider this. B then had an interview with the widow of the deceased owner of the property, and at this interview, after some discussion, offered to buy same for £525. This offer was accepted by the executors, and the purchase completed. A has now put in a claim against the executors for commission on the sale—although he had no part at all in the final negotiations which led to the actual sale. It is admitted that A first of all introduced B to the property, but, as above stated, the original negotiations which A conducted entirely broke down, and their subsequent renewal was not the result of any further effort on his part. Please say whether A's claim is well founded.

A. The executors, by their solicitor's letter, recognised A as their agent, and his authority to act on their behalf was never withdrawn. The statement that "the original negotiations which A conducted entirely broke down" assumes in favour of the executors the actual issue in the case. The period which elapsed between A's introduction and B's purchase was only five months, and the transaction with B appears to have been brought about by the resumption of the negotiations. It may be true that "their subsequent renewal was not the result of any further effort on A's part," but this is only because he was wrongly deprived of the opportunity of placing before B the lower price which the executors were prepared to accept. It appears that on B's side the matter was never closed, and A's claim is therefore well founded.

Notes of Cases.

High Court—Chancery Division.

Boosey & Co. *v.* Gramophone Record Co.

Eve, J. 3rd December.

COPYRIGHT—GRAMOPHONE RECORDS—ADHESIVE ROYALTY LABELS—COPYRIGHT ACT, 1911, s. 1 (2).

This was a motion for an injunction which raised an important point in the law of copyright as applied to gramophone records. The action was a test action, a large number of musical copyright owners being interested in it. The motion was to restrain the defendants from delivering to any purchaser gramophone records of musical works the copyright in which was vested in the plaintiffs which did not bear adhesive royalty labels on each, showing that the royalty had been paid by the defendants to the plaintiffs. By the Copyright Royalty System (Mechanical Musical Instruments) Regulations, 1912, cl. 4, unless otherwise agreed, royalties were to be payable by means of adhesive paper labels purchased from the owner of the copyright. In the present case the defendants had produced a new type of celluloid record to which the adhesive labels refused to adhere and got detached before the records reached the dealers. The defendants contended that the obligation of the plaintiffs was to produce an adhesive label which would stick not only to ordinary records but to celluloid records, otherwise the royalties must be agreed between the parties. "Adhesive" was necessarily a relative term and must be construed as "adhesive to the object which the manufacturer desires to produce." The defendants alleged that they had stamped every record they had sent out and it was not their fault that the stamps did not adhere.

EVE, J., in a reserved judgment, said the point at issue was whether the plaintiffs were bound to supply labels which would adhere to the defendants' celluloid records. If they were they had made default in not supplying them; if they were not so bound the defendants could not deliver unlabelled records to purchasers without infringing the copyright. The regulations meant that the copyright owner was bound to supply a label capable of adhering to the particular contrivance. The contention of the defendants was right. The legislature could not have contemplated that the copyright owner could, if so minded, withhold from the maker of the record the means of evidencing the payments prescribed by the Act. The parties having agreed to treat the motion as the trial of the action, it would be dismissed with costs.

COUNSEL: *Bennett*, K.C., and *K. E. Shelley*; *Moritz*, K.C., and *The Hon. Henn Collins*.

SOLICITORS: *Syrett & Sons*; *W. H. Speed & Co.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

White *v.* Cubitt.

Lord Hewart, C.J., Swift, Branson, JJ. 15th November.

HACKNEY CARRIAGE—PLYING FOR HIRE—PRIVATE GROUND, NATURE OF—DEEMED "PUBLIC PLACE"—METROPOLITAN PUBLIC CARRIAGE ACT, 1869, 32 & 33 Vict., c. 115, s. 4.

Case stated by justices for the county of Surrey.

At the hearing on the 1st May, 1929, of complaints made by Joseph Albert White, a police constable, against Charles E. H. Cubitt which charged him with being the owner and driver of an unlicensed motor-car plying for hire within the Metropolitan Police district contrary to s. 7 of the Metropolitan Public Carriage Act, 1869, the following facts were proved or admitted: On the 11th February, 1929, Cubitt with the motor-car was standing in full view of the public highway on a private piece of ground, with a concrete surface, belonging to a public house at Barnes. The concrete surface, which was rented to Cubitt, was level with the road, but separated from it by a line of stone setts which were not raised above the level of the road. There was no notice indicating that the vehicle was for hire. White and others paid 6d., received a ticket and were driven to Richmond Park Golf Course. The justices were of opinion that the vehicle was not in any public street, road or place, and they dismissed the complaints. By s. 4 of the Act of 1869, *supra*, "In this Act 'stage carriage' shall mean any carriage for the conveyance of passengers which plies for hire in any public street, road or place within the limits of this Act, and in which the passengers or any of them are charged to pay separate and distinct . . . fares for their respective places or seats therein."

Lord HEWART, C.J.: The case turned on the construction of s. 4 of the Act of 1869. The fact of plying for hire was not now disputed, the only question was whether the place was a "public place" within the meaning of the section. On the facts of the case the place was as public as it could well be, and the respondent selected it because it was so. The case must go back to the justices with a direction to convict.

SWIFT and BRANSON, JJ., agreed.

COUNSEL: *H. D. Roome*, for the appellant; *Moresby*, for the respondent.

SOLICITORS: *Wontner & Sons*; *Pierron & Morley*.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Rex *v.* Harding.

Lord Hewart, C.J., Avory, Swift, JJ. 18th November.

CRIMINAL LAW—ROBBERY WITH VIOLENCE—MASTER'S PROPERTY HANDED OVER BY SERVANT—WHETHER ROBBERY FROM SERVANT—CONVICTION UPHELD.

Appeal against conviction and sentence.

The appellant, Laurence Edward Harding, was convicted at Dorset Assizes of housebreaking, wounding with intent to disable, robbery when armed with an offensive weapon, and robbery with violence. He, together with another man, also convicted, was a fugitive from a Borstal institution, and on the 18th September they broke into the residence of Commander Bowen, at Portland, Dorset, and attacked a servant, the only occupant of the house at the time. The men demanded money and clothes, and she handed over to the prisoner a mackintosh which belonged to Commander Bowen. Later the two men were captured. Harding was sentenced to twelve months' imprisonment with hard labour and twelve strokes of the cat. It was contended on appeal that the conviction for robbery of a mackintosh could not stand in that it was the property of Commander Bowen, and that the servant was not a bailee of the coat or in the position of a person who had special custody.

Lord HEWART, C.J., giving the judgment of the court, dealing with the point whether the servant had a special property in the mackintosh so as to make it possible for it to be stolen from her, said that in view of the finding in the case of *Rex* v. *Deakin and Smith*, 2 East P.C. 653, it appeared to the Court that it was correct in the present case to allege that the prisoner had robbed the maid-servant. The conviction was right. With regard to the sentence, the Court ordered the whipping to remain and reduced the sentence of twelve months' hard labour to three weeks' imprisonment, the prisoner then to return to Borstal to finish his term there.

COUNSEL: *T. Cox Meech*, for the appellant; *J. J. Llewellin*, for the Crown.

SOLICITORS: *The Registrar of the Court of Criminal Appeal*; *The Director of Public Prosecutions*.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

EX-JUDGE TO BECOME A SOLICITOR.

In the Supreme Court, Dublin, on the 16th inst., the Chief Justice of the Irish Free State announced that he had decided to grant the application of Sir James O'Connor to be re-admitted as a solicitor, on condition that he would undertake not to seek personal audience in any of the courts.

Sheffield Law Society's Hall.

An interesting event in the history of law in Sheffield, and of the Sheffield District Law Society, took place recently, when the new Law Society's Hall, in Campo Lane, was formally opened by Mr. W. H. Foster, LL.M. (London), the President of The Law Society.

Since its establishment, over fifty years ago, the Sheffield Society has had its headquarters and law library in buildings of which it was merely tenants, but now it is located in its own premises, which form a handsome feature of the newly-widened and rebuilt Campo Lane, overlooking the Cathedral yard. The building and furnishing have cost £6,000.

The new hall has, says the *Sheffield Daily Telegraph* been designed in the Georgian style, and is built of multi-coloured bricks and Portland stone. The detail of the architectural work has been largely influenced by similar work of the Georgian period in the Oxfordshire district. The ground floor consists of sale shops. On the first floor is the library (30 feet by 24 feet), handsomely fitted in oak, a special feature being the oak mantelpiece, with brass tablet, to the memory of the solicitors and articled clerks of the Sheffield district who fell in the war.

The architect was Mr. F. W. Chapman, of Messrs. Chapman and Jenkinson, and he also designed a Presidential chair presented to the Society by Dr. Edward Bramley, chairman of the new premises sub-committee. Messrs. A. H. and C. Styring have presented a handsome stained glass window, containing a figure of Justice, which has been erected in the library. This was designed by Mr. Eric W. Chapman, son of the architect.

Landmark in Society's Existence.

There was a large gathering at the opening ceremony. The chair was occupied by Colonel W. Mackenzie Smith (President of the Sheffield District Incorporated Law Society), and he was supported by the Lord Mayor and Lady Mayoress (Alderman and Mrs. C. W. Beardsley), the Master and Mistress Cutler (Mr. and Mrs. A. K. Wilson), Lady Mabel Smith, Mr. and Mrs. W. H. Foster, Miss Foster, the Town Clerk (Sir William Hart) and Lady Hart.

After the Chairman had welcomed the visitors, Dr. Edward Bramley described the event as a landmark in the history of the Sheffield Society. He said the law library was originally installed in Aldine Court, but since 1881 it had been in Bank Street. Being merely occupiers of premises belonging to somebody else was not a satisfactory position for a society like theirs, and accordingly steps were taken which resulted in the acquisition of the Campo Lane site from the Corporation of Sheffield. The Corporation, for some curious reason, were unable to grant the freehold, but they gave a lease for 200 years, which was not inadequate.

For a profession, one of whose mottoes was "*Nec temere*" (do nothing rashly), he thought the Law Society had been extremely enterprising. They started on a building scheme involving an expenditure of £6,000 with liquid resources of only between £200 and £300. With the aid of a number of members who had subscribed for debentures, or made donations, and with the excellent facilities they had for obtaining money on mortgage, the financial difficulty was solved. The site was an excellent one, within five minutes walk of the office of almost every Sheffield member, and had unrestricted light and sunshine.

Litigation not the Criterion.

The President of The Law Society then performed the opening ceremony with a silver-gilt key designed and presented by the architect, who gave a description of the building.

Mr. Foster, after offering to the Sheffield Society the congratulations of the whole profession upon the realisation of a most worthy ambition, went on to say that he was afraid that lawyers could never expect any great sympathy for their professional welfare from the general public, which had from time immemorial failed to realise the very essential character of the social service which they performed for the community, and, so far as concerned the solicitors' branch of the profession, had very little conception of the difficulties which attended its practice.

The public still persisted in judging the law and lawyers almost entirely by the litigation of which it read in its daily paper, forgetting that litigation was, after all, the record, not of the many successes, but of the comparatively few failures of the law, and that, for one transaction which came to grief, untold thousands were safely conveyed by the lawyers to a successful settlement without litigation.

Nor again had the public at large a very clear appreciation of the difficulties which attended the recruiting, the training, the efficiency, and the discipline of a profession, which, just because its work was preventive, must be thoroughly decentralised, for, however far a man might be willing to travel to dispute the wills of his relations, he would most undoubtedly expect to be able to make his own at home.

He welcomed the erection of that building, therefore, first and foremost as another material symbol of the determination of the profession to maintain its solidarity, in spite of its inevitable dispersion. He also welcomed it, and the growing library which it contained, as a very real contribution for this district to the ever-present problem of how they were to train their young solicitors and how they were to keep their own knowledge up to date. No solicitor could do his duty to his clients unless he learnt two things—where to find his law, and to know "good law" when he found it, and these two things must be largely learnt in a law library.

Interests of Clients.

Mr. W. B. Esam, an original member of the Sheffield District Incorporated Law Society, in proposing a vote of thanks to Mr. Foster, said he believed the profession really was honoured in the minds of the people. He had heard it said that every person who was not a solicitor thought that all solicitors were rogues except his own, and he placed the most implicit confidence, as he was entitled to do, in the man he knew best. If the public could be got to look upon the legal profession in that light, they would be wiser upon the subject than they were at present. The members of the profession did not look entirely to their own interests, but first of all to the interests of their clients. Many of them took an active part in public work, and of this they had some very striking examples in Sheffield.

Dr. Robert Styring, in seconding, said he was sure the building would afford an admirable home for the Sheffield Society. It had been brought into existence through the initiative of their friend, Dr. Bramley, to whose indefatigable efforts they were greatly indebted. Dr. Bramley was a man of vision. Years ago he planted the Cathedral yard with forest trees, and one used to wonder why he, a staunch upholder of the Unitarian cause, should have done that. Now, it was all plain. When he planted those trees, Dr. Bramley was looking far ahead to this time—(laughter)—when he would be providing sylvan groves to refresh the wearied and jaded minds and memories of his fellow members of the legal profession as they gathered within those walls and looked abroad upon the beauties he had provided for them. (Laughter and applause.)

The vote was carried, and Mr. Foster briefly returned thanks.

Societies.

Incorporated Law Society of Plymouth.

Annual Meeting.

The annual general meeting of the Society was held at the Law Chambers, Princess-square, Plymouth, on Wednesday, the 27th ult., when the President (Mr. F. E. Bowden) presided over an attendance of twenty members.

The minutes of the last annual general meeting were read and confirmed. After the reception and adoption of the committee's report and of the hon. treasurer's accounts, Mr. S. C. Davis was unanimously elected President for the ensuing year and thereupon took the chair.

In his address to the meeting the newly-elected President said: I thank you for electing me President of this Society, which has over 114 years of useful work to its credit; it is an honour to occupy the presidential chair which has in the past been filled by many who have left their mark on the communal life of this city.

It is sometimes said that the Law Society is a trade union and exists for the protection of its members, but there is a great distinction between a trade unionist and a member of this Society; the former works for a minimum wage, whereas the latter by the beneficent action of the legislature is bound to labour for a maximum rate of remuneration.

We belong to a noble profession engaged as we are in the administration of justice for the whole community. The Arms of the Society are well chosen to illustrate this. It is interesting to reflect that our profession is a combination of distinct professions, attorneys or agents at common law, proctors in ecclesiastical courts, scriveners or law stationers and solicitors who solicited the interests of those suitors whose causes slumbered too long in the chambers of Masters of Chancery. Ultimately, those engaged in these various branches of administration in the law migrated to the Inns of Chancery and became merged in the Law Society.

The influence that the legal profession exercises on the other groups in society cannot be accurately measured. We are proud to think that members of the profession are in

various countries in the world engaged in important work of administration, it would not be untrue to say that lawyers are the rulers of the world. The public do not always realise the extent of the social service rendered by lawyers. As the priest cares for the broken-hearted, as the physician tends the broken body, so lawyers assist the poor in pocket. In 1928 under the Poor Persons Rules no less than 1,600 cases were handled gratuitously by the profession, and of these 95 per cent. were successful.

I appeal to all the members of the Society to take their fair share in poor persons work; if they do not, then it is clear from the trend of modern legislation that the Government will be compelled to establish a State system of assistance for poor persons. Quite recently, a Bill has been introduced to provide for an amendment in the law under which poor prisoners are assisted. This will gradually lead to the establishment of a State system, if the profession does not accept the challenge made to it. Such a system would not induce the best men in the profession to undertake the work. The voluntary system always attracts the best; there is evidence of this when we consider how the voluntary work at the hospitals is carried out by some of the best members of the medical profession.

Although we as solicitors endeavour to prevent our clients from embarking upon the stormy sea of litigation, yet we feel that our profession is indirectly threatened by a sinister tendency in recent legislation for the Civil Service to usurp the functions of the courts.

Recent Acts of Parliament—for example the Housing Act, 1925—give wide powers to Ministers of the Crown and make them judges of how the Acts should be administered or interpreted. Departmental orders are given the effect of statutory enactments; such legislation strikes at the root of the administration of justice in this country. I am glad to see that the Lord Chief Justice (Lord Hewart) has raised this important question, and that a committee has been set up to find a solution of the problem.

It is our duty as members of the legal profession to watch the trend of modern legislation and to take steps to ensure that nothing shall be done to infringe the inalienable right of the citizens of this realm to have recourse to the courts of justice. While we watch future legislation, it is interesting to observe the effect of past Acts of Parliament, notably the Law of Property Act, is producing results not anticipated by its creator.

I appeal to all the members to assist in the work of the Society, for I believe that only by united action and combined wisdom will it be possible for us to maintain the prestige of our honourable profession.

Mr. E. F. Anthony was elected Vice-President for the ensuing year, and the other officers and Committee were elected as follows: Hon. Treasurer, Mr. O. Wilcocks (1900); Hon. Secretary, Mr. B. H. Whiteford (1899); Committee, Mr. R. B. Johns (1886), Mr. J. P. Dobell (1887), Mr. W. L. Munday (1887), Mr. W. H. T. Dawe (1890), Mr. J. A. Pearce (1893), Mr. K. E. Peck (1900), Mr. A. Gard (1902), Mr. M. M. Pearce (1903), Mr. H. L. Spear (1904), Mr. F. E. Bowden (1904), Mr. E. Wilson (1920), Mr. I. L. Scott (1923), and the Officers *ex officio;* Curator of Library, Mr. H. Pridham (1911); Auditors, Mr. H. J. H. Hawken (1911), Mr. R. R. Rodd (1910). Mr. K. C. Brian (Solicitor) was elected a member of the Society.

The date and place for the Annual Dinner were left in the hands of a sub-committee.

It was decided to recommend members to close their offices for the Christmas holidays from Tuesday, 24th December, at the usual hour of closing, until Monday, 30th December, at the usual hour of opening.

The meeting closed with a hearty vote of thanks to the retiring President (Mr. F. E. Bowden) for his services during the past year.

Law Students' Debating Society.

At a meeting of the Society, held at The Law Society's Hall, on Tuesday, the 17th inst., (Chairman, Mr. J. C. Christian-Edwards), when the subject for debate was: "That the case of *Newsholme Brothers* v. *Road Transport and General Insurance Company Limited* [1929] 2 K.B. 356, was wrongly decided." (Insurance—Accident—Proposal form—True oral answers given by proposer to agent—False Statements inserted by Agent—Assured signing proposal form—Whether assured entitled to recover.)

Mr. C. B. V. Head opened in the affirmative, Mr. R. G. Cooke seconded in the affirmative; Mr. C. F. S. Spurrell opened in the negative, Mr. W. L. F. Archer seconded in the negative.

The following members also spoke: Messrs. P. E. Roberton and W. M. Pleadwell, Miss D. C. Johnson and Mr. G. Roberts.

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The opener having replied, and the Chairman having summed up, the motion was lost by four votes.

There were twelve members present.

Solicitors' Benevolent Association.

The monthly meeting of the Directors of this Association was held at The Law Society's Hall, Chancery-lane, on the 11th inst., Mr. E. F. Dent in the chair. The other directors present being: Sir A. Norman Hill, Bart., Sir Reginald W. Poole and Messrs. E. E. Bird, A. C. Borlase (Brighton), E. R. Cook, R. Epton (Lincoln), O. J. Humbert, C. G. May, H. A. H. Newington, H. H. Scott (Gloucester), P. J. Skelton (Manchester), F. L. Steward (Wolverhampton), M. A. Tweedie, and F. S. Ward (Ipswich).

One thousand two hundred and eighty-one pounds was distributed in grants of relief; twenty-six new members were elected and other general business transacted.

Law Association.

The usual monthly meeting of Directors was held at The Law Society's Hall on Thursday, the 5th inst., Mr. John Venning in the chair. The other Directors present were Mr. Douglas T. Garrett, Mr. H. Ross Giles, Mr. G. D. Hugh-Jones, Mr. Percy E. Marshall, Mr. C. D. Medley, Mr. Frank S. Pritchard, Mr. J. E. W. Rider, Mr. William Winterbotham, Mr. W. M. Woodhouse, and the Secretary, Mr. E. E. Barron. A sum of £225 was voted in relief of deserving applicants, and a further sum of £170 was voted for Christmas gifts to all the pensioners of the Association, and other general business was transacted.

United Law Society.

The annual dinner of the Society was held at the Monico Restaurant on Monday, the 9th inst., the Rt. Hon. Lord Thankerton presiding. The other speakers were The Rt. Hon. H. P. Macmillan, K.C., the Hon. Mr. Justice Luxmoore, Mr. E. V. Knox, Sir Harry Pritchard, Mr. E. Holroyd Pearce (Chairman of the Society), Sir Albion Richardson, His Honour Judge Greene, K.C., and Mr. H. Wentworth Pritchard (Vice-Chairman of the Society).

In Parliament.

Progress of Bills.

House of Lords.

Road Traffic Bill [H.L.]. Committee concluded. 18th December.

Mental Treatment Bill [H.L.]. Read the third time and sent to the Commons. 19th December.

Unemployment Insurance (No. 2) Bill. Read a Second Time and committed to a Committee of the whole House. 19th December.

The Royal Assent was given to the following Bills :—
Consolidated Fund (No. 1).
Expiring Laws Continuance.
Highlands and Islands (Medical Service) Additional Grant.
Birmingham Corporation (General Powers).
20th December.

House of Commons.

Consolidated Fund (No. 1) Bill. Considered in Committee : reported without amendment ; read the Third Time and passed. 19th December.

Questions to Ministers.

WOMEN JURORS (CHALLENGE).

Sir KINGSLEY WOOD asked the Home Secretary whether he has given further consideration to the observations of the Recorder of London in a recent case and calling attention to the Sex Disqualification Removal Act, 1919, and how, in virtue of an ancient right of challenge, the provisions of the Act have been rendered inoperative ; and whether he has any proposal to make in the matter ?

Mr. CLYNES : I would refer the right hon. Member to the reply given to him on 25th November, when it was pointed out that the rights of men and women in this matter are the same. I have no proposal to make in the matter. 12th December.

KING'S BENCH DIVISION (JUDGES).

Major GLYN asked the Home Secretary whether he proposes to move an address to His Majesty for the appointment of an additional judge of the King's Bench Division in view of the state of business there ?

The ATTORNEY-GENERAL : I do not intend at present to move such a motion. 13th December.

ANCIENT STATUTES.

Mr. DAY asked the Prime Minister whether he will consider setting up a committee for the purpose of advising the Government as to the removal from the Statute Book of those laws which, being repugnant to modern thought, are no longer effective but still remain unrepealed ?

THE PRIME MINISTER (Mr. Ramsay MacDonald) : I fully appreciate the point which my hon. friend has in mind, but I cannot imagine any committee likely to report on such a subject with a sufficient amount of unanimity to be of any service to the Government. 16th December.

MEXICO (BONDHOLDERS).

In reply to a question by Mr. A. M. SAMUEL,

Mr. A. HENDERSON said : I have observed in the Press a statement that the president-elect of Mexico referred, in the course of an interview at the end of last month with the representative of a foreign newspaper, to his plans with regard to the foreign indebtedness of Mexico. The remarks made by the president-elect are being reported by despatch from His Majesty's Chargé d'Affaires at Mexico City. As soon as they are received, I shall be happy to inform the hon. Member of the terms of the statement. 16th December.

PROPERTY TAX—IMPORTANT REMINDER.

Property-tax becomes payable on 1st January, and practitioners paying Schedule A on a number of properties in a lump sum should insist on a *separate receipt for each property*. This may save considerable trouble in the event of the death of the owner, or of a change of ownership, or mortgage of any of the properties.

Legal Notes and News.

Honours and Appointments.

The Lord Chancellor has appointed His Honour Judge KENNEDY, K.C., to be the Judge of the County Courts on Circuit No. 53 (Gloucestershire, etc.) after the 31st December, 1929, in succession to His Honour Judge Macpherson, who will retire on that date.

Mr. R. HALDANE CARSON, Crown Solicitor, County Tyrone, has been appointed Chief Crown Solicitor for Northern Ireland vice Mr. John R. Moorhead, recently retired. Mr. Carson was admitted in 1891 and subsequently joined in partnership the late Mr. T. C. Dickie under the firm name of Dickie & Carson.

Change of Partnership.

FIELD, ROSCOE & Co., announce that they have arranged to take into partnership H. E. VEREY, who, in partnership with the late H. V. Higgins, has hitherto carried on business at 7 Bloomsbury-square, W.C., as the firm of Treherne, Higgins & Co. As from 1st January, 1930, the firm of Treherne, Higgins & Co. will be incorporated with that of Field, Roscoe & Co. The partners in the firm will be C. D. Medley, H. E. Verey, W. A. Scott and J. C. Medley, and the business will continue to be carried on at 36 Lincoln's Inn-fields, W.C., under the name of Field, Roscoe & Co.

Wills and Bequests.

Mr. John Hungerford Powell, solicitor, of Golling, Banwell, Somerset, left estate of the gross value of £5,942.

Mr. James Herd, solicitor, of Hollywood, Dysart, and of Kirkcaldy, left estate of the gross value of £10,428.

LUNACY LAW REFORM.

The Minister of Health received a deputation on the 16th inst. from the National Society for Lunacy Law Reform. The deputation was introduced by Sir John Withers, M.P., and included : The Rev. R. Sorensen, M.P., Mr. J. W. J. Cremlyn, Mr. F. J. White, Mr. R. Montgomery Parker, and Dr. Risien Russell.

The deputation drew attention to a number of points in which they felt that the Mental Treatment Bill now before Parliament should be altered. They asked in particular that the term "incapable of volition" should be clearly defined and that a magistrate's intervention should not be dispensed with unless a patient who was able to express an opinion had acquiesced. The deputation then urged that the stigma of certification does not arise on the signing of a reception order, but by residence in a mental hospital, and that new legislation should be deferred until suitable "Homes" are available.

The Minister replied that he would give careful consideration to the points which the deputation had raised and to any specific amendments they might propose, but he was anxious to secure that so far as possible the treatment of incipient mental disorder should be approximated to that of other diseases.

POLICE AMBULANCE REFUSED.

A witness at an inquest at Bournemouth on the 16th inst., on Louis Nair, a window cleaner, who was fatally injured by a fall from a ladder, criticised the refusal of the police to send a police ambulance to remove the man. "It is a shocking shame," he added, "that the man should be lying there forty minutes before the ambulance arrived. There was one at the police station, but they refused to send it because it was not a street accident."

£46,115 AWARD AGAINST GERMANY.

The Anglo-German Tribunal in London on the 16th inst. announced that the Yorkshire Insurance Company, of York, had succeeded in their claim against the German Government for £3,000, representing the difference between the value in sterling and marks of a sum already credited to them in a judgment given by the Tribunal. The total sum payable to them was altered to £46,115. Before the war, the company owned a subsidiary organisation in Germany. This, they contended, was liquidated by the German Government, and their original claim was for its value.

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality.

COSTS PREPARED for taxation and delivery to clients at own or employing solicitor's office on commission or by arrangement. Temporary engagements undertaken. Highest references.—E. Copson, 22, Great James-street, Bedford-row, W.C.1.

SOLICITOR (33), Welsh speaking, now conducting own practice in small provincial town, would consider taking up a salaried appointment in a larger sphere, where a provincial experience of conveyancing and probate work would prove of utility; could arrange to be available at short notice.—Box 195, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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